

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 2	DATE 9/9/2011
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-11B-02178
ADDRESS OF PREMISES: 425 Eye Street, N.W. Washington, DC		

THIS AGREEMENT, made and entered into this date and between

425 EYE STREET NW, L.P.

whose address is

c/o Paramount Group, Inc.
1633 Broadway, Suite 1801
New York, NY 10019

hereinafter called the "Lessor", and the UNITED STATES OF AMERICA, hereinafter called the "Government":

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **June 7, 2011**, as follows:

This Supplemental Lease Agreement (SLA) is issued to reflect the Government's space acceptance and rent commencement on **June 7, 2011** for a total of **285,434 ANSI BOMA Rentable Square Feet (BRSF)**, being **248,432 ANSI BOMA Office Area Square Feet (BOASF)**, R/U factor of 1.148942165, consisting of 13,415 (12,867 BOASF) on a portion of the 1st floor; 53,059 BRSF (45,793 BOASF) on the entire 2nd floor; 54,740 BRSF (47,443 BOASF) on the entire 3rd, 4th, 5th, and 6th floor in the building known as 425 Eye St, NW, Washington, DC 20001-2542.

The Government shall pay the Lessor an annual rent of **\$12,273,662.00 (\$43.00 BRSF / \$49.40 BOASF)** at the rate of **\$1,022,805.17 per MONTH** in arrears. Notwithstanding the foregoing rental abatements the Government is entitled as described in the SF2 and SLA # 1. Rent for a lesser period shall be prorated.

This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the SLA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

All other terms and conditions of the lease shall remain in force and in effect.

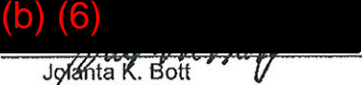
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

425 EYE STREET NW, L.P.

BY PGREF 1425 GP, Inc. its general partner

(b) (6)

BY  Vice President
Jolanta K. Bott (Official Title)

IN PRESENCE OF

(b) (6)	1433 Broadway, #1801, Ny Ny 10019
(Signature)	(Address)
UNITED STATES OF AMERICA	
BY (b) (6)	Contracting Officer
(Signature)	(Official Title)

GSA Form 276 (REV. 7-67)

adjustment will need to be amended to reflect operating and tax escalations, which should be abated, once these escalations are known.

I agree to the initial terms with the understanding modifications will be made over time.

(b) (6)	(b) (6)
Agency Representative <i>VA</i>	GSA Representative <i>James Arlan</i>
Title <i>D.T. Space + Personnel Service</i>	Title <i>CONTRACTING OFFICER</i>
Date <i>9/6/11</i>	Date <i>4/26/2011</i>